

**AGREEMENT BY AND BETWEEN
THE CITY OF ALHAMBRA AND RING**

This AGREEMENT BY AND BETWEEN THE CITY OF ALHAMBRA AND RING (herein "Agreement") is made and entered into this March 27, 2018 by and between the City of Alhambra, a California municipal corporation ("City") and Ring LLC, a limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, Consultant produces security cameras and video doorbells for residential use which link smartphone users to their doorbell when the camera is activated by motion or someone ringing the doorbell.

WHEREAS, with this technology, the homeowner has the capability to see, hear and speak to visitors through their smartphones, tablets or desktops.

WHEREAS, the City desires to collaborate with Consultant to establish a grant program whereby City residents can purchase Consultant's security cameras and video doorbells for use at residences within the City at a discounted price to enhance security and safety in the community.

WHEREAS, the grant program will be operated on a first-come-first-served basis.

WHEREAS, the City Council finds that the dedication of public funds under this Agreement will serve the safety of City residents, an issue of important public purpose.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals are Part of Agreement.** The preceding Recitals are part of this Agreement.
2. **Consultant Services.** Consultant will perform the following Services:
 - a. Consultant will collaborate with the City on the distribution and marketing of the Ring Video Doorbell 2, Ring Video Doorbell Pro, Ring Spotlight Cam Wired, Ring Spotlight Cam Battery, and Ring Floodlight Cam (each, a "Product" and collectively, the "Products") to residents of Alhambra ("Residents").
 - b. During the Promotional Period, as defined in Section 4 below, Consultant will directly sell items to residents at a City event on April 8, 2018 from

9:00 a.m. to 1:30 p.m. After said City event, any remaining City funds will be used toward online purchases of Ring products. The Consultant will provide an amount of unique promotional codes (Promotional Codes) based on the total number of \$50 City subsidy increments remaining in City funds to Residents with a \$50 discount of the sales price. All eligible Alhambra households will be able to purchase with the subsidy and discount one (1) of the following products at checkout at the event and online:

- i. Ring Video Doorbell 2;
- ii. Ring Video Doorbell Pro;
- iii. Ring Spotlight Cam Wired;
- iv. Ring Spotlight Cam Battery; or
- v. Ring Floodlight Cam.

Each Resident is entitled to only one Promotional Code. Each Promotional Code may only be used once per household. Only codes sent to the resident through Consultant communications channels will be valid.

- c. During the Promotional Period, as defined in Section 4 below, Consultant will directly provide Residents with a discount code valued at hundred dollars (\$100) per product to apply towards the purchase of any of the products listed in section 2.b above with a limit of one (1) product per checkout.
- d. During the Promotional Period, as defined in Section 4 below, Consultant will directly provide Residents with a discount of thirty dollars (\$30) on up to an additional two (s) devices per household and an accessories discount code valued at a twenty percent (20%) discount towards any accessory listed on the company's website with a limit of three (3) accessory products at checkout.
- e. Consultant will fulfill orders for Products when Residents provide information and payment required using the information required for Consultant to complete delivery of the Product (including name, address, email address, etc.). Standard delivery shall be in accordance with Ring.com (as of the date hereof, orders over twenty dollars (\$20.00) ship free of charge). Consultant will use commercially reasonable efforts to ship the Products within three (3) business days from date the order was placed.
- f. Consultant will provide product and user support to Residents who purchase Products, including warranty for the security device(s) and, if the resident chooses to, the option to hire someone to install the device(s). These options will be provided at checkout at the user's expense.

- g. Consultant will provide marketing support and materials for City to distribute to Residents, such as brochures and flyers.
- h. Consultant shall contribute fifty dollars (\$50) of the hundred dollar (\$100) discount specified in section 2.b above.
- i. Within ten (10) business days after the end of the Promotional Period, as set forth in Section 4 below, Consultant will provide the City with an accounting statement (the "Accounting Statement") setting forth the number of Products purchased using the Promotional Code during the Promotional Period, as set forth in Section 4 below, and such other information reasonably requested by City to enable the Parties to determine the City's required City contribution amount, as specified in Section 3.a below.

3. **City Obligations.** The City agrees to do the following in furtherance of this Agreement:

- a. Within 60 days of its receipt of the Accounting Statement from Consultant, City shall pay Consultant an amount of up to \$10,000, representing fifty dollars (\$50) of the hundred dollars (\$100) discount specified in section 2.b above for the first Product sold to each Resident household during the Promotional Period using a Promotional Code. No other Product is eligible for a City contribution. The maximum contribution payable by the City to Consultant shall not exceed \$10,000 under this Agreement, and the Parties recognize that the City's contribution shall be below \$10,000 if the value of discounts used on Products during the Promotional Period does not reach \$20,000.
- b. City may, at its own cost and expense, audit Consultant's applicable sales data to confirm the amount of the sales made under section 2.b above within one year of the end of the Promotional Period.
- c. During the Promotional Period, as defined in Section 4 below, the City agrees to make reasonable efforts to promote the program provided in this Agreement on the City's website, social media platforms, such as Facebook and Twitter; issue press release(s), and/or have brochures and flyers available at City Hall for the public.

4. **Promotional Period.** The Promotional Period shall commence on a date mutually agreed by the Parties. The Promotional Period shall expire upon the earlier of the following:

- a. 90 days after the commencement of the Promotional Period; or

- b. The maximum contribution payable by the City of \$10,000 has been reached, as set forth in Section 3.a above.

Notwithstanding the foregoing, the City shall have the option to extend the Promotional Period if the maximum contribution payable by the City of \$10,000 has not been reached within 90 days after the commencement of the Promotional Period.

5. **Termination.** The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the City.
6. **Indemnification.** The Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, losses, liabilities, damages, costs or expenses, arising out of Consultant's negligence or willful misconduct in connection with performance of this Agreement.
7. **Independent Consultant.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.
8. **Governing Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.
9. **Notices.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and sent by email, in the case of the City, to Brad

McKinney at bmckinney@cityofalhambra.org and in the case of the Consultant, to August Cziment at a@ring.com. Either party may change its email address by notifying the other party of such change.

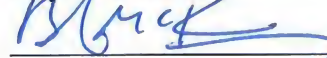
10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
11. **Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
12. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
13. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

City of Alhambra



Brad McKinney

Assistant City Manager

CONSULTANT:

RING LLC, a limited liability company

By:  Mel Tang (Apr 24, 2018)

Name: Mel Tang

Title: CFO

Address: 1523 26th Street, Santa Monica CA
90404



*Gateway
to the
San Gabriel Valley*

City of Alhambra – City Manager's Designee Authorization

This form allows the City Manager to authorize the designated Department Head to execute a contract on his/her behalf for Projects, Services and Purchases under \$50,000 that do not require City Council approval according to AMC Sections 3.36, 3.38 and 3.40.

I, Jessica Binnquist, City Manager of the City of Alhambra, do hereby delegate authority to Brad McKinney to sign the contract between the City of Alhambra and Ring Inc. for the following Project/Service/Purchase in an amount not to exceed \$10,000.

Project/Service/Purchase:

A rebate program for homeowners toward the purchase of a Ring Video Doorbell or Security Camera to enhance public safety in the City of Alhambra.

Jessica Binnquist, City Manager